



**REQUEST FOR QUOTATION
HQ861413**

**Quotations are due by 3:00 P.M., Local Time
June 20, 2008**

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**

1740 W. Adams
Phoenix, AZ 85007
Phone: (602) 542-1040
Fax: (602) 542-1741

Date: June 4, 2008

VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

The terms and conditions attached to this form should be reviewed and understood before preparing a quotation.

The Uniform Terms and Conditions and Uniform Instructions to Offerors are incorporated into this document by reference, and may be obtained by visit <http://www.azspo.az.gov/PoliciesDocuments/terms/UIOV7.pdf> for the Instructions, and <http://www.azspo.az.gov/PoliciesDocuments/terms/UTCv7.pdf> for the Terms and Conditions.

In accordance with Arizona Revised Statute 41-2535(B), this purchase is restricted to small businesses, if practicable. A small business is defined as having fewer than 100 employees or less than 4 million dollars in gross receipts. By signing this form, the offeror self certifies that it is a small business as defined above.

Please check as many as applicable:

☐ I certify that my company is a Woman-Owned Business Enterprise (WBE). A WBE is defined as an enterprise where a woman owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

☐ I certify that my company is a Minority-Owned Business Enterprise (MBE). An MBE is defined as an enterprise where an ethnic minority owns at least fifty-one percent (51%) of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

Submittal Location:

1740 West Adams, Room 303
Phoenix, AZ 85007

Contracts Officer/Buyer: Cindy Sullivan
Phone: (602) 542-2934 Fax: (602) 542-1741
Email: sullivc@azdhs.gov

Item	Description of Material or Service See Specifications, Page 8	Unit	Unit Rate	Total Cost
	The vendor shall provide the following items related to the School Fluoride Mouthrinse Program upon receipt of a phone or fax order pursuant to the Requirements stated on Page Nine (9):			
1	Kit – “Complete Fluoride Program” for use by an estimated seventy-five (75) children per Kit	Kit	\$	\$
2	Nafrinse 0.2% Sodium Fluoride Packets	Box	\$	\$
3	Jugs, Polyethylene Food Grade	Each	\$	\$
4	Pumps, 10ml with Stainless Steel Fitments	Each	\$	\$
5	Seal America Sealant Kits, both self cure quick set and regular set	Each	\$	\$
6	Fluoride Varnish - unit dose packets of .25 ml, 5% sodium fluoride	Box	\$	\$
7	Fluoride Varnish - unit dose packets of .50 ml, 5% sodium fluoride	Box	\$	\$
8	Shipping Charges to individual schools as ordered*	As Needed	\$	\$
	PROVIDE VOLUME DISCOUNT BREAKS		Total:	\$

THIS SECTION MUST BE COMPLETED BY VENDOR

Delivery shall be made _____ calendar days after receipt of order. Payment Terms: _____

Company Name	Address	City	State	Zip Code	Phone No.	Fax No.
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*Shipping shall be prepaid and included on the ADHS invoice (FOB shipping point)

Signature

Date

Typed Name and Title

Chief Procurement Officer: _____

Date: _____

<p style="text-align: center;">SPECIAL INSTRUCTIONS TO BIDDERS REQUEST FOR QUOTATION # HQ861413</p>

1. **SUBMISSION:** Quotations shall be signed by the offeror where applicable and delivered as designated no later than the date and time indicated on the first page of the document.

- A. Complete Page One (1) Price Sheet
- B. Complete Page Nine (9), Paragraph 5.B.

2. **EVALUATION CRITERIA:** Award shall be made to the lowest responsible and responsive bidder whose offer meets the evaluation criteria listed below.

- A. Cost

3. **ESTIMATED QUANTITIES**

The State anticipates ordering the amounts indicated on the first page price sheet. However, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor

4. **SINGLE AWARD CONTRACT**

This is an all or nothing bid. All items within this solicitation have been grouped together for purposes of obtaining these items collectively from a single source. To be considered for award of this solicitation, the bidder is required to provide prices on all items within this solicitation. Failure to provide pricing for any item within the solicitation shall result in the bidder being declared non-responsive and ineligible to receive an award.

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1. PURPOSE

Pursuant to provisions of the Arizona Procurement Code, A.R.S. § 41-2501 Et Seq., the State of Arizona, Arizona Department of Health Services (ADHS) intends to enter a contract to provide Complete Fluoride Program Kits including related supplies to each child in a qualified school in Arizona for an entire school year. A qualifying school is a school that:

- A. has 50% or higher enrollment in the Federal Free and Reduced School Meal Program;
- B. is located in communities with sub-optimal fluoride in the community water system;
- C. maintains a 75% student enrollment in the Program;
- D. participates continuously for three years.

2. TERM OF CONTRACT (1 YEAR)

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein.

3. CONTRACT EXTENSIONS (2 YEAR MAXIMUM)

The Department may, by mutual written Contract amendment, extend any resultant Contract in twelve (12) month increments for a maximum of five (5) years. The Contract term shall not exceed a total of five (5) years from the date of Contract award, or \$50,000, whichever comes first.

4. CONTRACT TYPE

☒ Fixed Price

5. PRICE INCREASE / PRICE DECREASE

Contractor prices accepted and subsequently awarded by a contract in response to this Request for Quotation (RFQ) shall remain in effect for a minimum of one (1) year. The Contractor may request a price adjustment, but the State will not review or approve an increase until the contract has been in effect for one (1) year. The ADHS Procurement Office will review any requested rate increase to determine whether such request is reasonable in relation to increased supplier or material costs. Contractor shall provide written justification for any price adjustment requested. Any price increase adjustment, if approved, will be effective upon execution of a written contract amendment. Likewise, the Contractor shall offer the State a price adjustment reduction concurrent with reduced costs from their suppliers. Price reductions will become effective upon execution of a contract amendment.

6. NEW PRODUCTS

New products announced by manufacturers on contract may be submitted by the contractor for add-on to the existing contract. Pricing shall be equivalent to the percentage discount for each brand or class of product originally offered.

7. INFORMATION DISCLOSURE

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

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8. AUTHORIZATION FOR PURCHASE OF GOODS AND SERVICES

Authorization for purchase of goods and services under this contract shall be made only upon ADHS issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to charge for items up to the amount on the Purchase Order. ADHS shall not have any legal obligation to pay for items in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist on behalf of ADHS unless: a) the Purchase Order is changed or modified with an official ADHS Procurement Change Order, and/or b) an additional Purchase Order is issued for purchase of goods and services under this contract.

9. PAYMENT

All invoices shall include delivery time, and contractual payment terms. Items are to be identified by the name, product number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

10. FEDERAL IMMIGRATION LAWS, COMPLIANCE BY STATE CONTRACTORS

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

11. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

12. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

The Contractor warrants that it is familiar with the requirements of HIPAA and HIPAA's accompanying regulations and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both the State and Contractor will be in compliance with HIPAA, including cooperation and coordination with the State's privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign and date any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including, but not limited to, individualized Business Associate Agreements.

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If requested by the State, Contractor agrees to sign the State agency's confidentiality statement and to abide by the statements in the form addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other sensitive information. In addition, Contractor agrees to attend or participate in HIPAA training offered by the State or to provide written verification that the Contractor has attended or participated in job related HIPAA training that is: (1) intended to make the Contractor proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA privacy officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the State agency's HIPAA Privacy Compliance Officer.

19. PANDEMIC CONTRACTUAL PERFORMANCE

The State shall require a written plan that illustrates how the contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior to or post award of a contract. At a minimum, the pandemic performance plan shall include:

- a. Key succession and performance planning if there is a sudden significant decrease in contractor's workforce.
- b. Alternative methods to ensure there are products in the supply chain.
- c. An up to date list of company contacts and organizational chart.

In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the following rights:

- a. After the official declaration of a pandemic, the State may temporarily void the contract(s) in whole or specific sections, if the contractor cannot perform to the standards agreed upon in the initial terms.
- b. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. § 41-2537 of the Arizona Procurement Code.
- c. Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion, may reinstate the temporarily voided contract(s).

20. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to

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property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Each Occurrence	\$ 500,000

a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***

b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$500,000
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a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$100,000
Disease – Each Employee	\$100,000
Disease – Policy Limit	\$100,000

a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. § 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$ 500,000
Annual Aggregate	\$1,000,000

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- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Health Services, Office of Procurement, Room 303, 1740 West Adams Street, Phoenix, Arizona 85007** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Arizona Department of Health Services, Office of Procurement, Room 303, 1740 West Adams Street, Phoenix, Arizona 85007**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

<div style="text-align: center;">SCOPE OF WORK REQUEST FOR QUOTATION # HQ861413</div>

1. TASKS

Items shall be sent to addresses throughout Arizona per the shipping list to be provided with phone or fax orders from each qualified school.

2. REQUIREMENTS

The Contractor shall provide the following items upon receipt of a phone or fax order:

- A. Kit – “Complete Fluoride Program.” Each kit shall contain all supplies necessary to be used by seventy-five (75) children for one full school year. Each kit shall contain:

- 1.) Twenty (20) Three (3) gram tear-resistant 0.2% sodium fluoride powder packets;
- 2.) Twenty-Four Hundred (2,400) Three (3) ounce plastic cups;
- 3.) Twenty-Four Hundred (2,400) Paper napkins;
- 4.) One Hundred (100) Trash bags and ties;
- 5.) One (1) Polyethylene food-grade jug graduated, with complete instructions (the jug printing shall be waterproof and each jug shall have a childproof cap provided for storing between rinsing); and
- 6.) One (1) dispenser pump constructed with stainless steel fitments – ejects ten (10) milliliter of solution.

Each kit shall be available in the following flavors: grape, root beer, bubble gum, apple, mint, and unflavored.

- B. One Hundred Thirty-Five (135) boxes containing Three (3) gram packets of Nafrinse 0.2% Fluoride Packets (fifty (50) packets per box) available in the following flavors: unflavored, grape, apple, root beer, bubble gum, mint.
- C. Thirty-Three (33) Polyethylene food grade jugs with safety (childproof) caps
- D. Thirty-Three (33) Pumps (ten (10) ml) with stainless steel fitments
- E. One (1) Sealant Kit – self cure quick set. Chemical sealant product kit containing all supplies needed to seal approximately sixty-three (63) children: Six (6) mil opaque sealant resin Part A, six (6) mil enamel bond resin Part B, fifteen (15) ml etching gel, one-hundred (100) applicator brushes, and one-hundred (100) double wells
- F. One (1) Sealant Kit – self cure regular set. Chemical sealant product kit containing all supplies needed to seal approximately sixty-three (63) children: six (6) mil opaque sealant resin Part A, six (6) ml enamel bond resin Part B, fifteen (15) mil etching gel, one-hundred (100) applicator brushes, and one-hundred (100) double wells
- G. Twenty Boxes of Fluoride Varnish, sealed unit dose packets of .25 ml, 5% sodium fluoride (200 packets per box)
- H. One (1) Box of Fluoride Varnish, sealed unit dose packets of .50 ml, 5% sodium fluoride (200 packets per box)

3. STATE PROVIDED ITEMS

Telephone or facsimile orders

4. DELIVERABLES

The Contractor shall provide:

- A. Invoices to include the ADHS purchase order number, and
- B. Certificate of Insurance upon award of contract.

<p style="text-align: center;">SCOPE OF WORK REQUEST FOR QUOTATION # HQ861413</p>

5. NOTICES, CORRESPONDENCE, AND REPORTS

- A. Notices, correspondence, reports and invoices/CERs from the contractor to ADHS shall be sent to:

ADHS Office of Oral Health
1740 W Adams # 205
Phoenix, AZ 85007
Phone (602) 542-1886

- B. Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

USE TITLE-NOT NAME: _____
Contractor Name: _____
Address: _____
City, State, Zip: _____
Phone: _____
Fax: _____

- C. Payments from ADHS to the contractor shall be sent to:

Only use this section if address is different from above